

9496/92762

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

INVESTEC BANK LIMITED,

Plaintiff,

v.

ALDINE TEACHERS CREDIT UNION,

Defendant.

Mark: INVESTEX CREDIT UNION

Opposition No.: 91167213

Serial No.: 78/471,945

I hereby certify that this paper is being deposited with the United States Postal Service, postage prepaid as Express Mail in an envelope addressed to: Commissioner for Trademarks, P.O. Box 1451, Alexandria, VA 22313-1451 on this date.

JOINT MOTION TO DISMISS

Carl Stanley
Date 5-31-06
Express Mail Label No. EV59001102505

Commissioner of Trademarks
P.O. Box 1451
Alexandria, VA 22313-1451

Sir:

Opposer, Investec Bank Limited, a South African corporation with its principal place of business at 100 Grayston Drive, Sandown, Gauteng, South Africa and Applicant, Aldine Teachers Credit Union, a Texas corporation with its principal place of business at 905 Aldine Bender, Houston, Texas hereby jointly request that this opposition action be dismissed without prejudice. The parties have reached a settlement agreement, a copy of which is attached.

Respectfully submitted,

Dated: May 31, 2006

INVESTEC BANK LIMITED

Elmer C. Boush
Attorneys for Opposer

Dated: May 30, 2006

ALDINE TEACHERS CREDIT UNION

Raymond R. Fenner
Attorneys for Applicant



05-31-2006

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the filed **JOINT MOTION TO DISMISS** was mailed this **31st day of May, 2005** by first class mail, postage prepaid, upon the attorney for Defendant:

Raymond Ferrera, Esq.
Arnold & Ferrera, LLP
2401 Fountain View Drive
Suite 630
Houston, TX 77057-4804

A handwritten signature in black ink, appearing to read "Elliott C. Bankendorf", written over a horizontal line.

Elliott C. Bankendorf

CONSENT AGREEMENT

This agreement executed as of the date hereof is entered into by and between Investec Bank Limited ("Bank"), a South African corporation doing business in the United States and Investex Credit Union ("CU"), a Texas corporation.

WHEREAS, Bank has used the mark INVESTEC for the following goods and services:

Advertising and advertisement services; compilation and provision of trade and business price and statistical information; accounting services and auditing services for business and individuals; business information and inquiries; business planning; business research; business supervision; business administration and management; economic forecasting; business appraisals in class 35; and

Commercial banking; financing services; insurance services, namely, brokerage and underwriting; actuarial services; fiscal assessment and valuation; agency and brokerage services for bonds and securities; money exchange services; provision of financial guarantees; trading in the money market for others; brokerage in the field of currency, interest

rates, stock, bills, claims, and notes; financial services, namely, settlement, planning, management, and control; investment services, namely, investment advice and investment brokerage, investment trust services, namely, trust management accounts and trust company services; leasing of real estate; credit card services; commodities brokerage; real estate services, namely, real estate brokerage; financial portfolio management for investors; mortgage services, namely mortgage bonds and participation in mortgage bond programs in class 36

Bank has applied to register its mark on the principal register of the United States Patent and Trademark Office as serial number 78/477,240; and

WHEREAS, the CU has used the mark INVESTEX for the following goods and services:

Full service banking and credit union services.

And has applied for registration of its mark on the principal register of the United States Patent and Trademark Office as serial number 78/471,945; and

WHEREAS, the United States Patent and Trademark Office has cited CU's application against the application of Bank's mark on the grounds that the marks are confusingly similar; and

WHEREAS, the parties hereto recognize the validities of each other's use and registration of and their respective marks in connection with their respective goods and services and wish to avoid any conflict with the other's use or registration of its marks; and

WHEREAS, the parties hereto have concluded that confusion is not likely to arise from the use and registration of their marks in connection with their respective goods and services because of the identification of the "TEX" portion on CU's mark as an integral portion of the mark and further because of the extreme caution that individuals take in selecting financial institutions and further because of the significant legal differences in the services which are provided by credit union and by banks and because of the restricted channels of trade of credit unions relating to those who can become members.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. CU will use the mark INVESTEX CREDIT UNION only in that format.

2. CU will use its mark only for credit union services and not for general banking services beyond those which a credit union may properly offer under the laws of the United States.

3. Bank will always use the mark in the form of INVESTEC.

4. Bank will use the mark for all types of banking services excluding those services which are, under U.S. law uniquely restricted to credit unions.

5. The parties will cooperate to prevent confusion by the public.

6. The parties will ensure that the last syllable of INVESTEX or INVESTEC will be clearly enunciated in any spoken advertising in any medium.

7. Neither party will imply any connection with or relationship to the other.

8. Bank will not attempt to obtain a state charter as a bank in the state of Texas.

9. Bank will execute a formal consent to be supplied to the United States Patent and Trademark Office to allow the registration of application number 78/477,240 in the form attached hereto and made a part hereof as Exhibit A.

10. Bank will not file any oppositions to the allowance and/or registration of serial number 78/471,945 for the mark INVESTEX CREDIT UNION nor will it seek to cancel said mark.

11. CU will not seek to operate or obtain trademark or similar registration for INVESTEX outside the United States of America.

12. Each party will reasonably consent to additional United States registrations by the other not inconsistent with this agreement.

13. This agreement is governed by the laws of the United States of America.

14. This agreement contains the entire agreement of the parties and may only be amended or supplemented in a writing signed by the party to be charged.

15. The parties agree to execute and file with the United States Patent and Trademark Office any and all documents which may be necessary or proper to effectuate the terms of this agreement including the registration of the parties' respective marks.

IN WITNESS WHEREOF, Bank and CU have executed this Assignment as of the date set below.

Dated: MAY 25, 2006

INVESTEC BANK LIMITED (Bank)

ELLIOTT C. BANKENORF

By [Signature]

Its: Attorney

Subscribed to and Sworn Before
me this 25th day of May, 2006

Lynn A. O'Neill
Notary Public



Dated: May 19, 2006

INVEXTEX CREDIT UNION (CU)

Keith L. Kearney

By: Keith L. Kearney
Its: President / CEO

Subscribed to and Sworn Before
me this 19 day of May, 2006

Laura A. Guzman
Notary Public

